

EXHIBIT G-2

**LIMITED LIABILITY COMPANY AGREEMENT
OF
BITNOMIAL EXCHANGE, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT OF BITNOMIAL EXCHANGE, LLC (the “**Agreement**”), dated as of June 30, 2016, is adopted, executed and agreed to by the sole Member (as defined below).

ARTICLE I.
DEFINITIONS

The following capitalized terms used in this Agreement shall have the meanings specified in this Article I.

§1.01 “**Act**” means the Delaware Limited Liability Company Act, as amended from time to time.

§1.02 “**Affiliate**” means with respect to a Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. Notwithstanding anything to the contrary, “Affiliate” shall not include the Company.

§1.03 “**Agreement**” has the meaning set forth in the Preamble.

§1.04 “**Board**” has the meaning set forth in Section 5.02.

§1.05 “**CEA**” means the U.S. Commodity Exchange Act, as amended from time to time.

§1.06 “**CFTC**” means the U.S. Commodity Futures Trading Commission or any successor thereto with similar regulatory authority over the Company and its business, activity, property, or assets.

§1.07 “**Charter**” has the meaning set forth in Section 5.11(a).

§1.08 “**Code**” means the U.S. Internal Revenue Code of 1986, as amended.

§1.09 “**Company**” means Bitnomial Exchange, LLC, a Delaware limited liability company.

§1.10 “**Confidential Information**” has the meaning set forth in Section 9.02(b).

§1.11 “**Covered Person**” means any current or former Member, Director, or Officer and, with respect to each such Person, such Person’s Affiliates, officers, directors, liquidators, partners, stockholders, managers, members, employees, heirs, executors, administrators, personal and legal representatives, successors in interest, and permitted assigns.

§1.12 “**Director**” has the meaning set forth in Section 5.05(a).

§1.13 “**Disciplinary Panel**” and “**Disciplinary Panel Member**” have the meanings set forth in Section 5.13.

§1.14 “**Exchange**” has the meaning set forth in Section 2.05.

§1.15 “**Fiscal Year**” means each twelve-month period (or portion thereof) beginning on January 1 and ending on December 31 of each year.

§1.16 “**GAAP**” means U.S. generally accepted accounting principles, as consistently applied.

§1.17 “**Interests**” has the meaning set forth in Section 3.03.

§1.18 “**Member**” means each Person signing this Agreement and any Person who subsequently is admitted as a member in the Company.

§1.19 “**Nominating Committee**” has the meaning set forth in Section 5.11(b).

§1.20 “**Officer**” has the meaning set forth in Section 5.12(a).

§1.21 “**Participant Committee**” has the meaning set forth in Section 5.11(d).

§1.22 “**Person**” means any individual, corporation, partnership, association, limited liability company, enterprise, trust, estate or other entity.

§1.23 “**Regulatory Requirements**” means any applicable law (including but not limited to, the Act), rules, regulations, or other requirements imposed by any governmental organization or agency that has authority or jurisdiction over the Company or its business, activities, property, or assets, including, but not limited to, the CFTC.

§1.24 “**ROC**” has the meaning set forth in Section 5.11(c).

§1.25 “**Rulebook**” has the meaning set forth in Section 2.07.

§1.26 “**Transfer**” means to sell, exchange, encumber, dispose, hypothecate, pledge, assign, mortgage or otherwise transfer or grant rights or interests, whether voluntary or involuntarily, by operation of law or otherwise.

§1.27 “**Withdrawal**” means a Member’s resignation from the Company by such Member’s express will or other voluntary act (other than a Transfer).

ARTICLE II. **GENERAL TERMS**

§2.01 **Formation.** The Company has been formed as a Delaware limited liability company under and pursuant to Act.

§2.02 **Term.** The term of the Company commenced at the time the Articles were marked

“Filed” by the Secretary of State of Delaware and shall continue in existence in perpetuity unless its existence is sooner terminated as provided herein.

§2.03 Office of and Agent for Service of Process. The registered office of the Company in Delaware shall be maintained at 1679 South DuPont Highway, Suite 100, Dover, Delaware 19801. The Company’s agent for service of process on the Company at such address shall be Registered Agent Solutions, Inc.

§2.04 No State-Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute the Company a partnership (including, without limitation, a limited partnership) or joint venture for state law purposes.

§2.05 Purposes. The purposes of the Company shall be to (a) engage in the development, ownership and operation of an exchange (the “**Exchange**”) for the trading of financial instruments for commodities, and (b) engage in any other lawful act or activity for which limited liability companies may be organized under the Act as authorized by the Member pursuant to Section 5.03. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Act.

§2.06 Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purposes of the Company, including all powers granted by the Act.

§2.07 The Rulebook. Activities conducted on the Exchange shall be subject to the rules of the Exchange as in effect from time to time (the “**Rulebook**”). To the extent there is any conflict between the Rulebook and this Agreement, this Agreement shall govern with respect to the subject matter hereof.

ARTICLE III. MEMBERS

§3.01 Member. Bitnomial, Inc., a Delaware corporation, is the sole member of the Company (the “**Member**”).

§3.02 Admission of Additional Members. Additional members of the Company may be admitted to the Company only by the affirmative vote or written consent of the Member. For purposes of this Agreement, references to “Member” mean the sole Member and all other persons who become a member of the Company (if any) in accordance with this Agreement.

§3.03 Interests. The capital of the Company will be represented by membership interests (“**Interests**”). The Interests of the Member are reflected on Exhibit A, as the same may be amended from time to time. Unless the Member resolves otherwise, Interests will be issued without certificates.

§3.04 Capital Contributions. Concurrently with the execution of this Agreement, the Member has contributed to the Company such Member’s initial capital contribution in the amount set forth in the books and records of the Company and will hold an interest in the Company represented by the Interests set forth opposite the Member’s name on Exhibit A.

ARTICLE IV.
ALLOCATIONS, DISTRIBUTIONS AND CAPITAL ACCOUNTS

§4.01 Allocations of Net Profits and Net Losses. The profits, losses and other items of the Company will be allocated solely to the Member. There will be no “special allocations.”

§4.02 Distributions. The Member shall be entitled (a) to receive all distributions (including, without limitation, liquidating distributions) made by the Company and (b) to enjoy all other rights, benefits and interests in the Company.

§4.03 Capital Accounts. A Capital Account shall be maintained for the Member on the books of the Company and shall be adjusted from time to time pursuant to the terms of this Agreement. The Member’s Capital Account shall be increased by the value of each capital contribution made by the Member (net of any liability secured by such contributed property that the Company is considered to assume or take subject to) and allocations to such Member of net profits or other income. The Member’s Capital Account shall be decreased by the value of each Distribution made to the Member and allocations to such Member of net losses. If any property other than cash is distributed to the Member, the Capital Account of the Member shall be adjusted as if the property had been sold by the Company for a price equal to its fair market value (as determined solely by the Member in its reasonable discretion) and the proceeds distributed.

§4.04 Loans. The Member may make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and such Member agree.

ARTICLE V.
MANAGEMENT

§5.01 Management by the Member. Except as otherwise provided in this Agreement, all decisions regarding the Company shall be made by the Member and the Member shall have the authority to delegate any decision making authority to the Board (as defined below).

§5.02 Delegation of Authority to Board of Directors. The management of the business and affairs of the Company shall be delegated by the Member to the board of directors (the “**Board**”). The Board shall have authority, power and discretion to manage and control the business and affairs of the Company, to make all decisions with respect thereto and to perform any and all other acts or activities customary or incident to the management of the Company’s business and affairs. Subject to the foregoing, the Board (acting on behalf of the Company) shall have the right, power and authority, in the management of the business and affairs of the Company, to do or cause to be done any and all acts, at the expense of the Company, deemed by the Board to be necessary or appropriate to effectuate the purposes of the Company. The Board shall have the power and authority to approve any revision to the Rulebook or the Company’s compliance procedures as in effect on the date of this Agreement or of any procedures in lieu of, or in addition to, the Rulebook or any compliance procedures of the Company. The Member may revoke the delegation of authority granted to the Board in this Section 5.02 at any time upon written notice to the Board.

§5.03 Acts Requiring the Consent of the Member. As a limitation on the powers of the Board as referenced in Section 5.02 above, the Board shall not have the power and authority to approve or undertake any of the following actions, and only the Member's prior written consent shall be required for the following:

- (a) the entry by the Company into any line of business other than that set forth in Section 2.05(a) above;
- (b) the incurrence or issuance by the Company of indebtedness for borrowed money;
- (c) the sale, transfer or pledge by the Company for aggregate consideration greater than \$50,000 of (A) intellectual property or (B) assets or agreements of the Company;
- (d) the formation or dissolution of any subsidiary of the Company, and any sale or transfer by the Company of equity interests in any such subsidiary;
- (e) the annual approval of any business plan of the Company and any material changes to such approved business plan;
- (f) the annual approval of the budget of the Company, and any material changes to such approved annual budget;
- (g) the compensation (including, but not limited to, salaries, bonuses and awards under any incentive plans) of any Director, Officer, employee or agent of the Company;
- (h) any transaction between (A) the Company, on the one hand, and (B) any Person with an equity interest in the Member or any Affiliate thereof, on the other hand, other than (x) trading transactions conducted on the Exchange, and (y) transactions undertaken in the normal course of the Company's business at a price and on other material terms that are not less favorable to the Company than the price and other material terms generally prevailing with respect to comparable transactions between unrelated parties, as reasonably determined by the Member;
- (i) the appointment of any attorneys, independent certified accountants, tax counsel or other consultant to the Company;
- (j) the entry by the Company into any joint venture, strategic alliance, exclusive dealing, non-competition or similar commitment, other than as contemplated by a business plan and budget previously approved by the Member;
- (k) any recapitalization or any reorganization, any other change in organizational form, or any change in jurisdiction of organization of the Company;
- (l) any sale of the Company, or any sale, transfer or pledge of all or substantially all of the Company's assets;
- (m) any merger of the Company with or into, or any consolidation of the Company with, any other Person;

- (n) any acquisition by the Company of another Person or of any equity interest in another Person;
 - (o) any amendment to this Agreement;
 - (p) any commencement by the Company of a voluntary case under any applicable bankruptcy, insolvency or other similar law or procedure, or the consent by the Company to the entry of an order for relief in an involuntary case under any such law or procedure;
 - (q) the authorization, issuance or sale by the Company of any equity interest in the Company, including options and warrants, pursuant to any plan or agreement adopted from and after the date of this Agreement;
 - (r) the adoption of any equity incentive plan by the Company;
 - (s) the appointment of any Officers, or the change of responsibility of the Officers;
- or
- (t) any liquidation or dissolution of the Company.

§5.04 Director Qualifications. Each Person elected or appointed as a Director, prior to serving on the Board, shall certify in writing to the Company that he (a) is not subject to a statutory disqualification under Section 8a(2) or (3) of the CEA, (b) does not have a history of disciplinary offenses as defined in CFTC Regulation 1.63(a)(6), and (c) meets the fitness standards as set forth in the Rulebook.

§5.05 Board Composition; Vacancies.

(a) Composition. The size and composition of the Board are determined by the Member, in its sole discretion. Initially, on the date of this Agreement, the Board shall be comprised of three Board members (each, a “**Director**”). The Member may expand the Board to allow for additional Directors provided that at all times not less than 35% of the Directors, but not fewer than two individuals, shall be “Public Directors”, as such term is defined by, and as such Board composition is required by, the CEA and regulations promulgated thereunder.

(b) Vacancies. In the event that a vacancy is created on the Board at any time due to the death, disability, retirement, resignation or removal of a Director, then the Member shall appoint a Person to fill the vacancy. If the vacancy is for a seat filed by a Public Director, the Member shall appoint a Person that satisfies the definition of a Public Director.

§5.06 Resignation; Removal.

(a) Resignation. A Director may resign at any time from the Board by delivering his written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. Neither the Member’s nor the Board’s acceptance of a resignation shall be necessary to make it effective.

(b) Removal. A Director may be removed at any time from the Board, with or

without cause, by the Member.

§5.07 Meetings.

(a) Generally. The Board shall meet at such time and at such place as the Board may designate, but not less frequently than once each calendar quarter. Meetings of the Board may be held either in person, at the offices of the Company or such other place (either within or outside the State of Delaware) as may be determined from time to time by the Board, or by means of telephone, video conference, or other communications device that permits all Directors and other Persons participating in the meeting to hear each other, and a Director's participation in a meeting by such means shall constitute attendance in person at such meeting. Except as provided in Section 5.07(c), written notice of each meeting of the Board shall be given to each Director at least 24 hours prior to such meeting.

(b) Special Meetings. Special meetings of the Board shall be held on the call of the Member, the Chief Executive Officer, or any two Directors upon at least 5 days written notice (if the meeting is to be held in person) or upon 24 hours' written notice (if the meeting is to be held by telephone, video conference, or other communication device) to the Directors, or upon such shorter notice as may be approved by all of the Directors then in office or is practicable in the case of an emergency.

(c) Attendance and Waiver of Notice. Any Director may waive notice as to himself. Attendance by a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting solely for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need to be specified in the notice or waiver of such notice of such meeting.

§5.08 Quorum; Manner of Acting.

(a) Quorum. A majority of the Directors serving on the Board, including at least 1 Public Director, shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Directors present at the meeting may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present.

(b) Binding Act. Each Director shall have 1 vote on all matters submitted to the Board (or any committee or subcommittee of the Board of which he is a member). With respect to any matter before the Board (or any committee or subcommittee), the act of a majority of the Directors constituting a quorum shall be the act of the Board (or committee or subcommittee).

§5.09 Action by Written Consent. Any action that may be taken by the Member or the Board under this Agreement may be taken without a meeting, without a vote and without prior notice, if a written consent or consents, including consents by facsimile or electronic mail, setting forth the

action so taken are signed by an authorized representative of the Member or a minimum number of Directors who would be required to take such action if such action were taken by the Board at a meeting at which all of the Directors were present.

§5.10 Compensation; No Employment Rights; Directors' Powers.

(a) Compensation. No Director shall be entitled to compensation for any services provided to the Company, except as authorized in writing by the Member. The Member may authorize the payment to Directors of a fixed sum and reimbursement of expenses for attendance, if any, at each regular or special meeting of the Board attended by such Directors. Nothing contained in this Section 5.10(a) shall be construed to preclude any Director from serving the Company in any other capacity and receiving compensation for such services.

(b) No Employment Rights. This Agreement does not, and is not intended to, confer upon any Director any rights with respect to employment or other retention by the Company, and nothing herein shall be construed to have created any employment or other agreement with any Person in his capacity as Director.

(c) Directors' Powers. Except as otherwise specifically provided by this Agreement or required by the Rulebook or the CEA, or any regulation promulgated thereunder, no Director, in his capacity as a Director, shall have the power to act for or on behalf of, or to bind, the Company without prior written authorization of the Member.

§5.11 Committees.

(a) General. The Board shall have the power and authority to establish committees and appoint Directors to serve on one or more committees of the Board, subject to any requirements under applicable law, including the CEA and regulations promulgated thereunder. The Board shall authorize and adopt a charter for each committee setting forth the committee's powers, authorities, and responsibilities ("**Charter**"). Each committee of the Board may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith; provided however, that:

- (i) notice of the date, time and place of all meetings and the agenda for such meetings shall be given to all committee members, and waivers of notice may be effected, consistent with the notice provisions for Board meetings set forth in Section 5.07;
- (ii) a majority of the members of any committee shall constitute a quorum for any meeting of such committee;
- (iii) no committee member subject to a conflict of interest with respect to a matter, as reasonably determined by the Board or such committee, shall be entitled to vote on such matter;
- (iv) all matters to be decided upon at any meeting of a committee shall be determined by a vote or consent of a majority of the members of such committee then in office and entitled to vote on such matters;

- (v) action may be taken by any committee without a meeting, without prior notice and without a vote, if all of the members of such committee consent to such action in writing (including by facsimile and electronic mail) and the writing or writings evidencing such consent are filed with the minutes of the proceedings of such committee;
- (vi) each committee shall keep minutes of its meetings and report its proceedings to the Board as and when required by the Board; and
- (vii) the Board has the power to call for review, and to affirm, modify, suspend or overrule, any and all decisions and actions of standing committees or special committees of the Board related to the day-to-day business operations of the Exchange.

(b) Nominating Committee. The Board shall appoint a nominating committee (“**Nominating Committee**”). The Nominating Committee shall have those powers, authorities, and responsibilities delegated to it by the Board in its Charter.

(c) Regulatory Oversight Committee. The Board shall appoint a Regulatory Oversight Committee (“**ROC**”), which shall be composed of only (100%) Public Directors. The ROC shall have those powers, authorities, and responsibilities delegated to it by the Board in its Charter.

(d) Participant Committee. The Board shall appoint an Exchange participation committee (“**Participant Committee**”), which shall be composed of at least 35% Public Directors. The Participant Committee shall have those powers, authorities, and responsibilities delegated to it by the Board in its Charter.

§5.12 Officers.

(a) General. The Member shall have the power and authority to appoint from time to time one or more individuals to serve as officers (“**Officers**”) of the Company, with such titles, duties and authority as the Member shall approve, to carry out the business of the Company upon such terms and conditions as the Member shall determine. The Officers of the Company as of the date of this Agreement shall continue to act in such capacity and consist of: (a) a Chief Executive Officer and President, (b) a Chief Financial Officer, (c) a Director of Market Operations & Surveillance, (d) a Director of Information Technology, and (e) a Chief Regulatory Officer. Any number of offices may be held by the same Person. Unless otherwise specified by the Member or this Agreement or required by the Act, the duties and authority of an Officer of the Company to act on behalf of the Company shall include the same duties and authority as an officer of a Delaware corporation (other than fiduciary duties) with the same title would have to act on behalf of a Delaware corporation in the absence of a specific delegation of authority. Any such Officer or agent shall hold office until the death, disability, retirement, resignation or removal of such Officer or agent.

(b) Resignation. Any Officer or agent of the Company may resign at any time by giving written notice to the Member or Board. Any such resignation shall take effect at the time specified therein, or if no time is specified, upon receipt thereof, and unless otherwise

specified therein, acceptance of such resignation shall not be necessary to make it effective.

(c) Removal; Vacancies; Transfer of Duties. Any Officer may be removed from office, with or without cause, by the Member. The power and duties of any officer may be transferred in whole or in part by the Member to any other Officer or other individual, notwithstanding the other provisions of this Agreement.

(d) Compensation. The Officers shall be entitled to such salary or other compensation, including salaries, bonuses and any awards under an equity incentive plan at the discretion of the Member. The Member shall determine employee compensation matters including salaries, bonuses and any awards under an equity incentive plan.

(e) Third Party Reliance. Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of any Officer acting within his or her authority on behalf of the Company.

§5.13 Disciplinary Panels. The Board may, in its discretion, but subject to any requirements under applicable law, including the CEA and regulations promulgated thereunder, establish one or more disciplinary panels (each a “**Disciplinary Panel**”), each of which generally shall be responsible for conducting hearings, rendering decisions, imposing sanctions, and reviewing appeals with respect to disciplinary matters as determined by the Board. Except as the Board may otherwise determine from time to time, each Disciplinary Panel shall be comprised of 3 individuals, at least one of whom would qualify as a Public Director, and such Person will chair the Disciplinary Panel. The number of individuals serving on any Disciplinary Panel (each a, “**Disciplinary Panel Member**”) may, subject to any requirements under applicable law, be increased or decreased from time to time by the Board. The Disciplinary Panel Members shall be appointed by the Board and may be removed from such position, either with or without cause, at any time by the Board.

ARTICLE VI.

DUTIES, INDEMNIFICATION AND EXCULPATION

§6.01 Interests to Consider; No Implied Duties.

(a) Interests to Consider. The Member and the Company hereby acknowledge and agree that, whenever a Covered Person is permitted or required to act or refrain from acting, or to make any other decision (solely in such Person’s capacity as a Covered Person) pursuant to any power or authority of such Person under this Agreement or the Act, he shall make such decision in a manner which he believes to be in the best interests of the Company and its Member.

(b) No Implied Duties. The provisions of this Agreement, including, but not limited to, the extent that they restrict or eliminate the duties, responsibilities, and liabilities of a Covered Person (acting solely in such Person’s capacity as a Covered Person) otherwise existing at law or in equity, are hereby acknowledged and agreed by the Member and the Company to replace, to the fullest extent permitted by law and equity, such other duties, responsibilities, and liabilities of such Covered Person. This Agreement is not intended to, and does not, create or impose on any Covered Person any duty, responsibility, or liability, including, but not limited to, any fiduciary duty, other than those expressly set forth herein. For

the avoidance of doubt, the Member and the Company hereby acknowledge and agree that they waive any and all fiduciary and other duties existing at law or in equity that, absent such waiver, may be implied under the Act, and in doing so, hereby acknowledges and agrees that the duties, responsibilities, and liabilities of each Covered Person (solely in such Person's capacity as a Covered Person) to the Company and the Member are only as expressly set forth in this Agreement.

§6.02 Limitation of Duties and Liabilities; Delegation; Reliance; Indemnification; Advancement; Effect of Amendment

(a) Limitation of Duties and Liabilities. Except as otherwise provided in the Act, to the fullest extent permitted by law, no Covered Person (solely in such Person's capacity as a Covered Person) shall have any duty or be responsible or liable to the Company or any Member, or to any other Person making claims on behalf of the Company (including, but not limited to, its creditors) or any Member, for any damages, expenses, liabilities, or losses as a result of any act or omission (in relation to the Company, any transaction, any investment, or any other action or inaction, including, but not limited to, for breach of contract, tort (including negligence), strict liability, violation of any applicable legal or equitable principle, or breach of duties (including fiduciary duties)), taken or omitted by the Covered Person, unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of such act or omission, and taking into account the acknowledgments and agreements set forth in this Agreement, such Covered Person acted in bad faith, knowingly engaged in fraud or willful misconduct (including, but not limited to, acting beyond the scope of its or his authority) or, in the case of a criminal matter, acted with actual knowledge that such Covered Person's conduct was unlawful.

(b) Delegation. Subject to its duties and responsibilities as set forth in this Agreement, the Rulebook, and Regulatory Requirements, the Board may exercise any of the powers and authority granted to it by this Agreement and perform any of the duties and responsibilities imposed upon it hereunder either directly or by or through its committees, subcommittees, and agents, and neither the Board nor any Covered Person (acting solely in such Person's capacity as a Covered Person) shall have any duty or be responsible or liable to the Company or any Member, or to any other Person making claims on behalf of the Company (including, but not limited to, its creditors) or any Member, for any mistake, action, inaction, misconduct, negligence, fraud, or bad faith on the part of any such committee, subcommittee, or agent appointed by the Board unless, with respect to an individual Covered Person only, there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of such delegation, and taking into account the acknowledgments and agreements set forth in this Agreement, such Covered Person had actual knowledge that such committee, subcommittee, or agent was acting in bad faith, knowingly engaging in fraud or willful misconduct (including, but not limited to, acting beyond the scope of its or his authority) or, in the case of a criminal matter, acting with actual knowledge that its or his conduct was unlawful.

(c) Reliance. Any Covered Person acting for, on behalf of, or in relation to the Company, any transaction, any investment, or any other action or inaction shall be entitled to rely upon the provisions of this Agreement and upon the advice of counsel, accountants, and

other professionals or advisors that is provided to the Company, the Board, any committee or subcommittee thereof, or such Covered Person (acting solely in such Person's capacity as a Covered Person), or upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, paper, document, signature, or writing reasonably believed by such Covered Person to be genuine, including, but not limited to, any certificate signed by an officer, agent, or representative of any Person, in order to ascertain any fact with respect to such Person or within such Person's knowledge, and such Covered Person shall not have any duty or be responsible or liable to the Company or to the Member, or to any other Person making claims on behalf of the Company (including, but not limited to, its creditors) or the Member, for such Covered Person's reliance thereon; *provided that*, in each case, there has not been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of such reliance, and taking into account the acknowledgments and agreements set forth in this Agreement, such Covered Person acted in bad faith, knowingly engaged in fraud or willful misconduct (including, but not limited to, acting beyond the scope of his authority) or, in the case of a criminal matter, acted with actual knowledge that such Covered Person's reliance was unlawful.

(d) Indemnification. Each Covered Person (regardless of such Person's capacity and regardless of whether another Covered Person is entitled to indemnification) shall be indemnified and held harmless by the Company (but only to the extent of the Company's property and assets), to the fullest extent permitted under the Act, from and against any and all damage, expense, liability, and loss (including, but not limited to, taxes, penalties, judgments, fines, amounts paid or to be paid in settlement, costs of investigation and preparations, and fees, expenses, and disbursements of attorneys, whether or not the dispute or proceeding involves the Company or any Director, Officer, or Member) reasonably incurred or suffered by such Covered Person (solely in such Person's capacity as a Covered Person) in connection with the Company, any transaction, any investment, or any other action or inaction; *provided that*, such Covered Person shall not be so indemnified and held harmless for any proceeding initiated by such Covered Person; and *provided further that*, such Covered Person shall not be so indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which such Covered Person is seeking indemnification or seeking to be held harmless hereunder, and taking into account the acknowledgments and agreements set forth in this Agreement, such Covered Person acted in bad faith, knowingly engaged in fraud or willful misconduct (including, but not limited to, acting beyond the scope of his authority) or, in the case of a criminal matter, acted with actual knowledge that such Covered Person's conduct was unlawful. The indemnification provided by this Section 6.02(d) shall be in addition to any other rights to which a Covered Person may be entitled under any agreement, as a matter of law or equity, or otherwise, both as to actions and inactions in such Covered Person's capacity as a Covered Person and as to actions and inactions in any other capacity, and shall continue as to a Covered Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, executors, administrators, personal and legal representatives, successors in interest, and permitted assigns of such Covered Person.

(e) Advancement. Reasonable, documented expenses incurred by a Covered Person in defending any civil, criminal, administrative, or investigative action, suit, or proceeding referred to in Section 6.02 (d) shall be paid by the Company in advance of the final disposition

of such action, suit, or proceeding; *provided that*, any such advance shall only be made if the Covered Person delivers a written affirmation by such Covered Person of his good faith belief that he is entitled to indemnification under Section 6.02(d) and agrees to repay all amounts so advanced if it shall ultimately be determined that such Covered Person is not entitled to such indemnification.

(f) Effect of Amendment. Any amendment, modification, or repeal of this Section 6.02 or any provision hereof shall be prospective only and shall not in any way affect the limitations on duty, responsibility, and liability of the Covered Persons, or terminate, reduce, or impair the right of any past, present, or future Covered Person, under and in accordance with the provisions of this Section 6.02 as in effect immediately prior to such amendment, modification, or repeal, with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification, or repeal, regardless of when such claims may arise or be asserted.

§6.03 Insurance. The Company shall (through the Company or the Member) maintain insurance (including directors' and officers' insurance) at levels that are consistent with industry practice, at its expense, and the Company may maintain such insurance to protect itself and any Covered Person, in each case against any damage, expense, liability, or loss, whether or not the Company would have the power to indemnify such Person against such damage, expense, liability, or loss under the Act or this Agreement.

ARTICLE VII. **TRANSFERS AND WITHDRAWALS**

§7.01 Transfers. The Member may Transfer its Interests in whole or in part to any Person at any time.

§7.02 Withdrawals. Upon the occurrence of the Withdrawal of a Member, the Member's successor shall thereupon become a Member.

ARTICLE VIII. **DISSOLUTION, LIQUIDATION AND TERMINATION OF THE COMPANY**

§8.01 Dissolution. The Company shall dissolve and its affairs shall be wound up at such time, if any, upon the written consent of the Member. No other event (including, without limitation, an event described in Section 18-801(4) of the Act) shall cause the Company to dissolve.

§8.02 Winding Up. If the Company is dissolved, the affairs of the Company shall be wound up by the Member or a liquidating agent appointed by the Member. Upon the winding up of the Company, the property and assets of the Company shall be distributed, first, to creditors, including all amounts owing to the Member under any agreement entered into between the Company and the Member or any Affiliate thereof to the extent permitted by law, in satisfaction of the liabilities of the Company, and then to the Member (or its successor in interest) in accordance with Section 4.02.

§8.03 Certificate of Cancellation. Upon the dissolution and completion of winding up the Company, a Certificate of Cancellation shall be filed with the Delaware Secretary of State in accordance with the provisions of Section 18-203 of the Act.

ARTICLE IX.
BOOKS, RECORDS, ACCOUNTS AND ACCOUNTING

§9.01 Books and Records. The Board shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business and affairs and the ownership and maintenance of its property and assets. The books and records shall be maintained and reported in accordance with GAAP and all Regulatory Requirements. The Member shall have reasonable access to the books and records of the Company at any reasonable time during regular business hours without charge (and shall have the right to copy such books and records at its own expense).

§9.02 Confidentiality.

(a) Obligations. The Member and each Director recognizes and acknowledges that each of them will be entrusted with or have access to confidential and proprietary information which is the property of the Company and/or third parties (including Affiliates of the Company) to which the Company owes a duty of confidentiality. The Member and each Director agrees that, during the time that he, she or it is a Member or Director, and at all times thereafter, such Member or such Director shall (i) not, unless authorized in writing by the Member on behalf of the Company, directly or indirectly use, copy or duplicate or, disclose or otherwise make available to any third party, any Confidential Information (as defined below) other than in the performance of such Member's or Director's duties with respect to the Company, (ii) not assert prior knowledge of any item of Confidential Information that such Member or Director cannot prove by clear and convincing documentary evidence, (iii) take such protective measures as may be reasonably necessary to preserve the secrecy and interest of the Company in the Confidential Information, and (iv) not, without the prior written consent of the Member on behalf of the Company, utilize or convert Confidential Information for such Member's or Director's own benefit or gain, of whatever nature. Upon ceasing to be a Director for any reason whatsoever, or at any time requested by the Member, each Director shall promptly deliver or cause to be delivered any and all Confidential Information in such Director's possession, custody or control.

(b) Confidential Information Defined.

- (i) The term "**Confidential Information**" shall mean trade secrets and other non-public information, technical data or know-how relating to the Company, which may include, but not be limited to: research, products, services, inventions, processes, designs, drawings, engineering, marketing plans, finances, business plans and strategies, pricing, profits, losses, expenses and other financial information; lists of customers, investors, vendors and suppliers; any confidential information of any such customers, investors, vendors or suppliers; contractual arrangements, personnel records and other information relating to employees, training materials, statistical data, source codes, algorithms, proprietary technologies and other proprietary information used by the Company in connection with its businesses and/or which the Company is obligated to any third party (including Affiliates of the Company) to maintain as confidential.

- (ii) The Member and each Director acknowledges that the Confidential Information is vital, sensitive, confidential and proprietary to the Company. Notwithstanding the generality of the foregoing, the definition of “Confidential Information” does not include any information, materials, or data that is or becomes generally available to the public other than as a result of the Member’s or a Director’s unauthorized direct or indirect acts. As between the Company and a Director, the Company is and shall remain the exclusive owner of all rights, title, and interest in and to the Confidential Information.

§9.03 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company’s name. The Member shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

§9.04 Annual Accounting Period and Taxable Year. The annual accounting period of the Company shall be its Fiscal Year. The Company’s taxable year shall be selected by the Member, subject to the requirements and limitations of the Code.

§9.05 Accounting Decisions. All decisions as to the Company’s accounting matters, except as specifically provided to the contrary herein, shall be made by the Member.

§9.06 Tax Returns. The Board shall, at the expense of the Company, cause to be prepared in a timely fashion after the end of the Fiscal Year, all federal and state income tax return information for the Company for such Fiscal Year, and delivered to the Member, which shall be deemed the “tax matters partner” (as defined in the Code). The Member is hereby authorized and required to represent the Company (at the Company’s expense) in connection with all examinations and audits of the affairs of the Company by any federal, state or local tax authorities and in any resulting administrative and judicial proceedings, and to expend funds of the Company for professional services and costs associated therewith.

ARTICLE X.

GENERAL PROVISIONS

§10.01 Construction. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter, and the singular number includes the plural number and vice versa. Unless otherwise indicated, all references to Articles and Sections refer to articles and sections of this Agreement, and all references to schedules and exhibits are to schedules and exhibits attached hereto, each of which is made a part hereof for all purposes. Reference in this Agreement to “includes” and “include” shall be deemed to be followed by “without limitation”, and references to “hereof”, “herein”, and similar expressions shall be deemed to be a reference to this Agreement. All references to accounting terms used herein (and not otherwise defined) refer to those terms determined in accordance with GAAP.

§10.02 Compliance with the Act. The Company and the Member agree not to take any action

(or fail to take any action) in contravention of this Agreement that, considered alone or in the aggregate with other actions or events, would result in the termination of the Company under the Act.

§10.03 Notices. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a “notice”) required or permitted under this Agreement must be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by recognized overnight delivery service. A notice must be addressed to the Member at such Member’s address set forth in the books and records of the Company. A notice to the Company must be addressed to the Company’s principal office. A notice that is sent by mail will be deemed given: (i) five (5) Business Days to an address within the U.S. or (ii) seven (7) Business Days to an address outside of the U.S. after it is mailed. A notice sent by recognized overnight delivery service will be deemed given when received or refused. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

§10.04 Severability. The invalidity of any one or more provisions hereof or of any other agreement or instrument given pursuant to or in connection with this Agreement shall not affect the remaining portions of this Agreement or any such other agreement or instrument or any part thereof. In the event that one or more of the provisions contained herein or therein should be invalid, or should operate to render this Agreement or any such other agreement or instrument invalid, this Agreement and such other agreements and instruments shall be construed as if such invalid provisions had not formed part of this Agreement.

§10.05 Survival. It is the express intention and agreement of the parties that all covenants, agreements, statements, representations, warranties and indemnities made in this Agreement shall survive the execution and delivery of this Agreement.

§10.06 Waivers. No failure of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right, remedy or privilege hereunder, shall be construed as a waiver of any such provisions, rights, remedies or privileges hereunder, nor shall any waiver by the parties of a breach of or a default under any of the provisions of this Agreement be construed as a waiver of any subsequent breach or default of a similar or other nature.

§10.07 Exercise of Rights. No failure or delay on the part of the parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof of the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which the parties would otherwise have at law or in equity or otherwise.

§10.08 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective shareholders, heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

§10.09 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to confer upon any Person, other than the parties hereto and any successors and assigns described herein, any rights or remedies under or by reason of this Agreement.

§10.10 Amendment. Any amendment of this Agreement may be made only in writing by the Member.

§10.11 Entire Agreement. This Agreement contains the entire agreement between the Member and the Company with respect to matters contemplated herein and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein and therein.

§10.12 Headings. The headings contained in this Agreement are inserted for convenience only and shall not be used to interpret or construe any provision of this Agreement.

§10.13 Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws.

§10.14 Specific Performance. Without limiting or waiving in any respect any rights or remedies of the parties under this Agreement now or hereinafter existing at law or in equity or by statute, each of the parties hereto shall be entitled to seek specific performance of the obligations to be performed by the other in accordance with the provisions of this Agreement.

§10.15 Submission to Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of Illinois, the courts of the United States of America for the Northern District of Illinois and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

§10.16 Waiver of Jury Trial. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES HERETO ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR

RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date and year first written above.

MEMBER:

BITNOMIAL, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

LIST OF MEMBERS AND MEMBERSHIP INTERESTS

Member	Address	Percentage Interest
Bitnomial, Inc.	230 West Superior Street, 2F #135 Chicago, Illinois 60654	100%